

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. Requisition Number		Page 1 Of 25	
Offeror To Complete Block 12, 17, 23, 24, & 30							
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number DAAE20-00-T-0287	
6. Solicitation Issue Date							
7. For Solicitation Information Call:		A. Name SYLVIA GAUTHIER		B. Telephone Number (No Collect Calls) (309) 782-7290		8. Offer Due Date/Local Time 2001JAN12	
9. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTT ROCK ISLAND IL 61299-7630		Code W52H09		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA5 14. Method Of Solicitation <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
e-mail: GAUTHIERS@RIA.ARMY.MIL							
15. Deliver To SEE SCHEDULE		Code		16. Administered By			
Telephone No.							
17. Contractor/Offeror		Code		Facility		18a. Payment Will Be Made By	
Telephone No.							
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum			
19. Item No.		20. Schedule Of Supplies/Services		21. Quantity		22. Unit	
		SEE SCHEDULE					
		(Attach Additional Sheets As Necessary)					
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4, FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)		31c. Date Signed	
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted				33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number	
32b. Signature Of Authorized Government Representative				32c. Date		35. Amount Verified Correct For	
32b. Signature Of Authorized Government Representative				32c. Date		37. Check Number	
41a. I Certify This Account Is Correct And Proper For Payment				42a. Received By (Print)		40. Paid By	
41b. Signature And Title Of Certifying Officer				41c. Date		42b. Received At (Location)	
				42c. Date Recd (YYMMDD)		42d. Total Containers	

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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

ITEM: 5 TON TRESTLE, HOIST/JACK STANDS NSN: 3950-00-262-0392
7 TON TRESTLE, HOIST/JACK STANDS NSN: 3950-00-251-8013

FOB: ORIGIN

TYPE OF CONTRACT: FIRM FIXED PRICE, FULL AND OPEN COMPETITION, COMMERCIAL, 3 YEAR INDEFINITE DELIVERY-INDEFINITE QUANTITY CONTRACT.

1. THIS SOLICITATION DAAE20-00-T-0287 WILL RESULT IN THE AWARD OF A FIRM FIXED PRICE, FULL AND OPEN COMPETITION, COMMERCIAL, LONG TERM 3-YEAR INDEFINITE DELIVERY-INDEFINITE QUANTITY CONTRACT ACCOMPLISHED UNDER THE TEST PROGRAM AT FAR PART 13.5-SIMPLIFIED, ACQUISITION PROCEDURE FOR COMMERCIAL ITEMS UNDER \$5M. SEE FAR 16.504 AND FAR CLAUSES 52.216-18,52.216-19 AND 52.216-22. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES.
2. THIS CONTRACT WILL INCLUDE FIVE ORDERING PERIODS AS SET FORTH IN THE SCHEDULE. QUANTITY OF 1566 FOR THE 5 TON AND 3274 FOR THE 7 TON IS THE GUARANTEED MINIMUM QUANTITY TO BE AWARDED UNDER THIS SOLICITATION. THIS MINIMUM QUANTITY WILL BE OBLIGATED AT THE TIME OF CONTRACT AWARD. ALL OTHER QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY.
3. PLEASE REFER TO FAR 52.212-2, EVALUATION - COMMERCIAL ITEMS, AND FAR 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS, AS TAILORED HEREIN, FOR EVALUATION CRITERIA, IDENTIFIES INFORMATION WHICH MUST BE INCLUDED WITH YOUR QUOTE.

PAY PARTICULAR ATTENTION TO THE FOLLOWING:

- a. PARAGRAPH (b)(4) TECHNICAL
- b. PARAGRAPH (b)(6) PRICE

NOTE: UNIT OF ISSUE IS PAIR (UNIT PRICE SHOULD BE FOR ONE PAIR OF TRESTLE HOIST/JACK STANDS).

4. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. DELIVERY SHALL COMMENCE NOT LATER THAN 90 DAYS AFTER RECEIPT OF ORDER. MONTHLY SHIPMENTS WILL NOT EXCEED 500.(EARLIER DELIVERY AUTHORIZED AT NO CHANGE IN CONTRACT PRICES), AND SHALL BE ACCOMPLISHED IN MONTHLY SHIPMENTS.
5. THE MINIMUM AND MAXIMUM QUANTITY ORDERING RANGES, AS SHOWN ON THE PRICING CHART ADDENDUM 01 ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE RANGES OF QUANTITIES AGAINST WHICH TO PROVIDE PRICES, AND TO ESTABLISH ORDERING LIMITATIONS IN THE EVENT THAT ORDERS BEYOND THE GUARANTEED MINIMUM QUANTITY ARE EXECUTED. ALSO, SEE FAR 52.216-9 (CLAUSE IF6029) ORDER LIMITATIONS.
6. THE PROPOSED UNIT PRICES FOR ALL ESTIMATED QUANTITIES SHALL BE MARKED IN THE TABLES ON ADDEMDUM 01, PRICING RANGES HAVE BEEN ESTABLISHED WITH THE BEST ESTIMATED MINIMUM QUANTITIES, BY PRICING PERIOD, TO FACILITATE EVALUATION. THE ESTIMATED QUANTITIES DEPICTED IN THE PRICING TABLES ADDENDUM 01 REPRESENTS ONLY THE DELIVERY ORDER LIMITATION, AS ESTABLISHED IN FAR CLAUSE 52.216-19, ARE NOT GUARRANTEED QUANTITIES, AND DO NOT BIND THE GOVERNMENT IN ANY WAY.
7. PRICES SHALL BE SUBMITTED ON AN FOB ORIGIN BASIS, MULTIPLE DESTINATIONS ARE ANTICIPATED UNDER THE DELIVERY ORDERS. THE CONTRACTOR SHALL PROVIDE A DD250 WITH EACH DELIVERY FOR ACCOUNTABILITY AND ACCEPTANCE PURPOSES. PAYMENT CAN NOT BE MADE WITHOUT A SIGNED DD 250.
8. IMPORTANT NOTE: A NEW GOVERNMENT REGULATION DATED 1 JUN 1998 STATES THAT TO BE ELIGIBLE FOR AWARD OF ANY GOVERNMENT CONTRACT YOU MUST BE REGISTERED IN THE CENTRAL CONTRACTOR REGISTRATION (CCR) PRIOR TO AWARD. THE INTERNET ADDRESS FOR REGISTRATION IN THE CCR DATABASE IS <http://ccr.edi.disa.mil> IF YOU ARE NOT ALREADY REGISTERED IN THE CCR IT IS IN YOUR BEST INTEREST TO DO SO AT THIS TIME AS LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE YOU INELIGIBLE FOR AWARD.

*** END OF NARRATIVE A 001 ***			
	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.215-4503 TACOM-RI	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	APR/1999

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Name of Offeror or Contractor:

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT

THIS SOLICITATION WILL RESULT IN THE COMPETITIVE AWARD OF A LONG-TERM FIRM FIXED INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT. THE CONTRACT WILL INCLUDE FIVE ORDERING PERIODS AS SET FORTH IN THE SCHEDULE. THE QUANTITY OF 1566 FOR 5 TON NSN: 3950-00-262-0392 AND 3274 FOR 7 TON NSN: 3950-00-251-8013 IS THE GUARANTEED MINIMUM QUANTITY TO BE AWARDED UNDER THIS SOLICITATION. THIS MINIMUM QUANTITY WILL BE OBLIGATED AT THE TIME OF CONTRACT AWARD. ALL OTHER QUANTITIES ARE ESTIMATES ONLY AND DO NOT BIND THE GOVERNMENT IN ANY WAY.

*** END OF NARRATIVE A 002 ***

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NOUN: TRESTLES HOIST/ JACK STAND SECURITY CLASS: Unclassified</p> <p>ENTER UNIT PRICES FOR EACH QUANTITY RANGE AND ORDERING PERIOD ON THE PRICING SHEET ADDENDUM 01. PRICING LINES ON THIS SHEET WILL REMAIN BLANK.</p> <p>NOTE: UNIT OF ISSUE IS PAIR (UNIT PRICE WILL BE FOR TWO TRESTLE, HOIST/JACK STANDS)</p> <p>INSPECTION/ACCEPTANCE: ORIGIN FOB: ORIGIN</p> <p>SECTION C DESCRIPTION FOR PURCHASE 375, REV C, 30 NOV 2000</p> <p>PRICING PERIODS:</p> <p>1: AWARD DATE THROUGH 31 DECEMBER 2001 2: 01 JANUARY 2002 - 31 DECEMBER 2002 3: 01 JANUARY 2003 - 31 DECEMBER 2003</p> <p>PRODUCTION DELIVERY DATE IS 90 DAYS AFTER RECEIPT OF ORDER.</p> <p>PRODUCTION DELIVERY WILL NOT EXCEED 500 PER MONTH</p> <p>PRODUCT PERFORMANCE VERIFICATION (AS FOUND IN DFP 375)</p> <p>INSPECTION: ORIGIN ACCEPTANCE: DESTINATION</p> <p>DELIVERY SCHEDULE: NO LATER THAN 30 DAYS AFTER AWARD. REQUIRE YOU NOTIFY MR. DAVE MYERS, DEPARTMENT OF THE ARMY TACOM-RI, AMSTA-LC-QAW-C, ROCK ISLAND, IL 61299-7630 15 DAYS PRIOR TO THE SCHEDULED DEMONSTRATION TEST.</p> <p>ONLY TACOM-ROCK ISLAND IS AUTHORIZED TO PLACE ORDERS ON THIS CONTRACT. ORDERS MUST BE WRITTEN AND MAY BE TRANSMITTED BY U.S. MAIL, FACSIMILE, OR BY ELECTRONIC MEANS.</p> <p>(End of narrative B001)</p>			\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT										
0002	<p><u>Packaging and Marking</u></p> <p>PACKAGING AND MARKING</p> <p>PRESERVATION AND PACKAGING SHALL BE COMMERCIAL IN ACCORDANCE WITH ASTM-D-3951 AND THE ADDITIONAL REQUIREMENTS AS SPECIFIED IN DFP 375 REV C, PARAGRAPH 5.2.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DOC</td><td>SUPPL</td></tr><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td></tr><tr><td>001</td><td></td></tr><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td></tr><tr><td>001</td><td>0</td></tr></table> <p>FOB POINT: Origin</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>COMMERCIAL OFF THE SHELF MANUAL</u></p> <p>NOUN: DD FORM 1423</p> <p>SECURITY CLASS: Unclassified</p> <p>THE CONTRACTOR WILL PROVIDE TECHNICAL MANUALS AND A COPYRIGHT RELEASE LETTER. THE MANUALS ARE THE OFFICIAL MEDIUM FOR PROVIDING OPERATING AND MAINTENANCE INSTRUCTIONS AND REPAIR PARTS INFORMATION PERTAINING TO COMMERCIAL ITEMS OF EQUIPMENT. THE MANUALS WILL BE IN THE CONTRACTORS FORMAT USING MIL-HDBK-1221 AS A GUIDELINE TO ASSURE THE MANUAL FORMAT IS ACCEPTABLE.</p> <p>THE FINAL MANUAL SHALL BE OF HIGH REPRODUCTION QUALITY SUITABLE FOR DIRECT REPRODUCTION. THE FOLLOWING ADDITIONAL DATA SHALL BE APPLIED TO THE COVER.</p> <p>NATIONAL STOCK NUMBER (NSN)</p> <p>END ITEM NOMENCLATURE</p> <p>CONTRACT NUMBER</p> <p>COMMERCIAL AND GOVERNMENT (CAGE CODE)</p> <p>SUPPLIERS NAME, ADDRESS, AND CAGE IF DIFFERENT FROM THE MANUFACTURER.</p> <p>THE COPYRIGHT RELEASE LETTER SHALL BE A SIGNED COPYRIGHT RELEASE GIVING THE GOVERNMENT UNCONDITIONAL RIGHTS TO REPRODUCE AND USE ANY</p>	DOC	SUPPL	<u>REL CD</u>	<u>MILSTRIP</u>	001		<u>DEL REL CD</u>	<u>QUANTITY</u>	001	0			\$ ** NSP **	\$ ** NSP **
DOC	SUPPL														
<u>REL CD</u>	<u>MILSTRIP</u>														
001															
<u>DEL REL CD</u>	<u>QUANTITY</u>														
001	0														

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PARTS OF THE COMMERCIAL MANUALS WHICH ARE INCLUDED WITH THE PROCURED ITEM. ONE FINAL COPY EACH WILL BE OVERPACKED WITH EACH END ITEM AND TWO COPIES SUPPLIED TO AMSTA-LC=CTTM.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				

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Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

THE FIVE TON AND SEVEN TON TRESTLE (VEHICLE SUPPORT STAND) IS DEFINED BY A DESCRIPTION FOR PURCHASE NO.375, REV C DATED 30 NOV 2000. THE DESCRIPTION FOR PURCHASE IS INCROPORATED AT ADDENDUM 002.

*** END OF NARRATIVE C 001 ***

DELIVERIES OR PERFORMANCE

2	52.247-29	F.O.B. ORIGIN	JUN/1988
3	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
4	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
5	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
 - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
 - (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
 - (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

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Name of Offeror or Contractor:

SPECIAL CONTRACT REQUIREMENTS

- | | | | |
|---|-------------------------|---|----------|
| 6 | 52.246-4500
TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | MAY/2000 |
|---|-------------------------|---|----------|
- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are gauthiers@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-6701, ATTN: Sylvia Gauthier and (309) 782-1338 (ATTN: Louise Kalal).
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

CONTRACT CLAUSES

- | | | | |
|----|-----------------------|---|----------|
| 7 | 52.212-4 | CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS | MAY/1999 |
| 8 | 52.232-18 | AVAILABILITY OF FUNDS | APR/1984 |
| 9 | 52.242-10 | F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE | APR/1984 |
| 10 | 252.225-7001
DFARS | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | MAR/1998 |
| 11 | 252.242-7003
DFARS | APPLICATION FOR U.S. GOVERNMENT SHIPPING | DEC/1991 |
| 12 | 52.212-5 | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS | AUG/2000 |
- (a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s 12722, 12724, 13059, and 13067).
- (3) 52.233-3, Protest after Award (31 U.S.C. 3553).
- (b) The Contractor shall comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- ____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- ____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999)(if the offeror elects to waive the preference, it shall so indicate in its offer).

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Name of Offeror or Contractor:

- ____(4)(i.) 52.219-5, Very Small Business Set-Aside (pub.L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ____ (ii.) Alternate I to 52.219-5.
- ____ (iii.) Alternate II to 52.219-5.
- ____(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ____(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ____(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ____(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____ (ii) Alternate I of 52.219-23
- ____ (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355,section 7102, and 10 U.S.C.2323).
- ____(10) 52,219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub.L.103-355, section 7102, and 10 U.S.C.2323).
- X____(11) 52.222-21, Prohibition of Segregated Facilities (Feb 99).
- X____(12) 52.222-26, Equal Opportunity (E.O. 11246).
- X____(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- X____(14) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).
- X____(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38.U.S.C. 4212).
- ____(16)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
- ____ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C).
- ____(17) 52.225-1, Buy American Act - Balance of Payments Program - Supplies (41 U.S.C. 10a-10d).
- ____(18)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note 19 U.S.C.2112 note).
- ____ (ii) Alternate I of 52.225-3.
- ____ (iii) Alternate II of 52.225-3.
- ____(19) 52.225-5, Trade Agreements (19 U.S.C. 2501. et seq., 19 U.S.C. 3301 note.)
- ____(20) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 13059, 13067, 13121, and 13129).
- ____(21) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ____(22) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- X____(23) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (31 U.S.C. 3332).
- ____(24) 52.232-34, Payment by Electronic Funds - Other than Central Contractor Registration (31 U.S.C. 3332).
- ____ (25) 52.232-36, Payment by Third Party (31 U.S.C.3332).
- ____(26) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a)
- X____(27)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE20-00-T-0287 MOD/AMD</p>	<p style="text-align: center;">Page 10 of 25</p>
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Name of Offeror or Contractor:

_____ (ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

_____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

_____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

_____ (6) 52.222-50, Nondisplacement of Qualified Workers (Executive Order 12933).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a));
and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

(IF6260)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from AWARD DATE through 31 DECEMBER 2004 .

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Name of Offeror or Contractor:

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

14 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 50 EACH (5 TON) AND 250 EACH (7 TON), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of the maximum range quantity;

(2) Any order for a combination of items in excess of where the maximum range quantity is exceeded; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

15 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 DECEMBER 2004.

(End of clause)

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Name of Offeror or Contractor:		

(IF6036)

16	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	MAR/2000
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(a) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☐ 252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).
- ☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☒ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☐ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ☐ 252.225-7012 Preference for Certain Domestic Commodities.
- ☐ 252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).
- ☐ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (____Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ☐ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410)
- ☐ 252.247-7023 Transportation of Supplies by Sea (____Alternate I) (____Alternate II)(10 U.S.C. 2631).
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(b) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).
- 252.247-7023, Transportation of Supplies by Sea (10 U.S.C.2631).
- 252.247-7024, Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

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Name of Offeror or Contractor:

(IA6720)

17

52.242-12

REPORT OF SHIPMENT (RESHIP)

JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a ''Report of Shipment'' or ''RESHIP FOR T.O.''

Message Example:

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA****-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)

Name of Offeror or Contractor:

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	PRICING SPREADSHEET		1PG	
Attachment 002	DESCRIPTION/SPECIFICATIONS 375, REV B	25-OCT-00	8PG	
Attachment 003	FAR 52.212-1 INSTRUCTION TO OFFERERS		3PG	
Attachment 004	FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS		3PG	
Attachment 005	SECTION D PACKAGING		2PG	

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

- | | | | |
|----|----------|---|----------|
| 18 | 52.204-6 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER | JUN/1999 |
| 19 | 52.212-3 | OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS -
ALTERNATE I, II, & III | OCT/2000 |
- (a) Definitions. As used in this provision:
- "Emerging Small Business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS designated.
- "Service-disabled veteran-owned small business concern" -
- (1) Means a small business concern -
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S. C. 101(2), with a disability that is service-connected, as defined in 38 U.S. C. 101(16).
- "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
- "Veteran-owned small business concern" means a small business concern -
- (1) Not less than 51 percent of which is owned by one or more veterans _as defined at 38 U.S.C. 101(2) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.
- "Women-owned small business concern" means a small business concern -
- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- "Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of it's stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 u.s.c. 7701).(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) Taxpayer Identification Number (TIN).
- TIN:
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income

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Name of Offeror or Contractor:

effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of Organization.

____Sole proprietorship

____Partnership

____Corporate entity (not tax-exempt);

____Corporate entity (tax-exempt);

____Government entity (Federal, State, or local);

____Foreign government;

____International organization per 26 CFR 1.6049-4;

____Other _____

(5) Common Parent.

Offeror is not owned or controlled by a common parent.

Name and TIN of common parent:

Name

TIN

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents, for general statistical purposes, that it

is,

is not

a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represented as part of its offer that it

____is,

____is not

a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it

____is,

____is not

a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision). The offeror represents, for general statistical purposes, that it

is

is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it

is

is not

a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it

Name of Offeror or Contractor:

☐ is
☐ is not
a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it

☐ is
☐ is not
an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents and certifies as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clauses at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.).

(i) General. The offeror represents that either -

(A) ☐ It ☐ is ☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) ☐ It ☐ has ☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that compiles with the requirements in 13 CFR 124.1002(f) and that the representation in paragraphs (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

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_____.]

(iii) Address. The offeror represents that its address

____is

____is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(7) of this provision.) [The offeror shall check the category in which its ownership falls]:

_____Black American

_____Hispanic American

_____Native American (American Indians, Eskimos, Aleuts, or native Hawaiians).

_____Asian-Pacific American _persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia)Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic or Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, hong kong, Fiji, Tonga, Kirbati, Tuvalu, or Nauru).

_____Subcontinent Asian (Asian-Indian) American)persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____Individual/concern, other than one of the preceding.

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that -

(i) it

____is

____is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it

____is

____is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:

_____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous Contracts and Compliance. The offeror represents that-

(i) It

has,

has not,

participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 114; and

(ii) It

Name of Offeror or Contractor:

has,
has not,
filed all required compliance reports.

(2) Affirmative Action Compliance. The Offeror represents that-

(i) It
has developed and has on file,
has not developed and does not have on file,
at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It
has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act - Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Balance of Payments Program - Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act - Balance of Payments Program - Supplies" and that the offeror has consider components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No. _____
Country of Origin _____
(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy american Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3 , Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program, is included in this solicitation.)

(i) The offer certifies that each end product, except those listed in paragraph (G)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitations entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p> PIIN/SIIN DAAE20-00-T-0287 MOD/AMD </p>	<p style="text-align: center;">Page 20 of 25</p>
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Name of Offeror or Contractor:

Line Item No.: _____
Country of Origin: _____
(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian End Products

Line Item No.: _____
(List as necessary)

(3) Buy American Act - North American Free Trade Agreements - Israeli Trade Act - Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) of paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that -

(1) The offeror and/or any of its principals

_____ are,
_____ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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Name of Offeror or Contractor:

(2) _____ Have,
_____ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

_____ are,
_____ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

(KF7063)

20 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS NOV/1995
DFARS

(a) Definitions. As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App.Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App, Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term 'supplies' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The offeror represents that it-

_____ Does anticipate that supplies will be transported by sea ion the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract of subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7002)

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Name of Offeror or Contractor:

21 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE SEP/1999
 DFARS

(a) Definitions.

'Domestic end product,' 'qualifying country,' 'qualifying country end product,' and 'nonqualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____

(End of Provision)

KA7702

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

22 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS OCT/2000

23 52.216-1 TYPE OF CONTRACT APR/1984

The Government contemplates award of a FIRM FIXED PRICE, COMMERCIAL, 5 YEAR INDEFINITE DELIVERY-INDEFINITE QUANTITY contract

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Name of Offeror or Contractor:

resulting from this solicitation.

(End of Provision)

(LF6008)

24	52.215-4510	ELECTRONIC BIDS/OFFERS	AUG/1999
	TACOM-RI		

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<http://aaisbids.ria.army.mil> and click on the icon for additional information.

3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.
<http://aais.ria.army.mil/aais/Padds_web/index.html>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

(End of Provision)

(LS7011)

25	52.215-4511	ELECTRONIC AWARD NOTICE	APR/1999
	TACOM-RI		

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(End of provision)

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Name of Offeror or Contractor:

(LS7012)

INSTRUCTION, CONDITIONS, AND NOTICES TO OFFERORS

PRICE:

THE OFFEROR WILL ENTER UNIT PRICES FOR ALL PRICING PERIODS IN THE SPACE PROVIDED ON THE ENCLOSED PRICE EVALUATION SPREADSHEET (ADDENDUM 001. ALL RANGES AND YEARS MUST BE FILLED IN TO BE ACCEPTABLE. ALL UNIT PRICES WILL BE BINDING TO THE GOVERNMENT PRICES WILL BE SUBMITTED AS FOB ORIGIN.

NOTE: REVIEW 52.212-1 INSTRUCTIONS TO OFFERERS-COMMERCIAL ITEMS, ADDEMDUM 004, PARAGRAPH (b) (6)

*** END OF NARRATIVE L 001 ***

EVALUATION FACTORS FOR AWARD

26

52.212-2

EVALUATION - COMMERCIAL ITEMS

JAN/1999

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(1) PRICE

(b) Options. the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

(MF6025)

SECTION M:

PRICE:

- AWARD WILL BE EVALUATED BY PRICE. THE GOVERNMENT WILL DEVELOP AN EVALUATION PRICE FOR EACH OFFEROR. THIS WILL BE DONE BY MULTIPLYING EACH RANGE PRICE TIMES THE PERCENTAGE ASSIGNED. TIMES THE MINIMUM QUANTITY OF EACH RANGE. ALL RANGES AND YEARS WILL BE ADDED FOR ALL LINE ITEMS TO ARRIVE AT A TOTAL EVALUATED PRICE.
- EVALUATION OF THE PRICE WILL INCLUDE DETERMINING REASONABLENESS AND REALISM. REASONABLENESS IS INTERPRETED TO MEAN THAT THE PRICE DOES NOT EXCEED WHAT WOULD BE INCURRED BY AN ORDINARILY PRUDENT PERSON IN THE CONDUCT OF COMPETITIVE BUSINESS. REALISM ASKS "DOES THE PROPOSAL PRICE ACCURATELY REFLECT THE OFFEROR'S PROPOSED EFFORT TO MEET THE PROGRAM REQUIREMENTS AND OBJECTIVES". AN UNREALISTIC OR UNAFFORDABLE PRICE MAY PRECLUDE AN OFFEROR FROM AWARD. THE GOVERNMENT RETAINS THE RIGHT TO OBTAIN ADDITIONAL COST/PRICE DATA FROM ANY OFFEROR IN THE EVENT OF A LACK OF COMPETITIVE BIDS.
- IF THE OFFEROR FAILS TO PROPOSE FOR ALL PRICING PERIODS OR RANGES, THE GOVERNMENT MAY REJECT THAT OFFER AS UNACCEPTABLE.

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*** END OF NARRATIVE M 001 ***